

Wormald Separate Agreement
Pursuant to Consent Administrative Order LIS No. 07-027
For the Conduct of a Site Investigation and Feasibility Study

1. On or about March 22, 2007, Wormald U.S., Inc, currently known as Ansul, Incorporated ("Wormald"); Helena Chemical Company (HCC); ExxonMobil Chemical Co., a division of Exxon Mobil Corporation ("ExxonMobil"); and the Arkansas Department of Environmental Quality entered into a Consent Administrative Order entitled, in part, *In the Matter of Cedar Chemical Corporation Site*, LIS No. 07-027 (hereafter the "CAO").

2. Paragraph 7 of the CAO provides that the mutual objectives of the Parties to the CAO are, among other things:

"To establish a procedure for planning and implementing such additional site investigation and feasibility study as may be necessary."

3. Paragraph 20 of the CAO provides in pertinent part, as follows:

"The Parties agree to negotiate in good faith to reach a separate agreement for the conduct of a Site Investigation ("SI") and feasibility study as may be necessary. The SI may use the existing site data, studies and assessment work to the maximum extent possible."

4. On August 8, 2007, representatives of Wormald, Helena Chemical Company, ExxonMobil, and ADEQ met and discussed the work that should be performed under the CAO. Wormald, Helena Chemical Company, and ExxonMobil proposed, and ADEQ agreed, that the following work should be performed under the CAO:

A. Current Conditions Report

The Current Conditions Report will compile all available data regarding environmental conditions at the Site and identify any critical data gaps.

B. Site Investigation Work Plan

The Site Investigation Work Plan will be designed to fill any critical data gaps identified in the Current Conditions Report. The Site Investigation Work Plan will include a description of proposed sample locations and sampling and analytical methods. The Site Investigation Work Plan will also include a proposed schedule for the implementation of the Work Plan. The due date for submitting the Site Investigation Work Plan to ADEQ is 60 days following the date the Current Conditions Report is submitted.

C. Site Investigation

The Site Investigation will implement the work called for by the Site Investigation Work Plan, as approved by ADEQ. The schedule for completing the Site Investigation will be that specified in the Site Investigation Work Plan approved by ADEQ, subject to possible delays due to weather, access, and other similar considerations beyond the reasonable control of the parties performing the work.

D. Site Investigation Report

The Site Investigation Report will report the additional data collected during the Site Investigation and summarize findings regarding the character and extent of contamination. The Site Investigation Report will include an identification of all sample locations and analytical results. The due date for submitting the Site Investigation Report to ADEQ will be 60 days following receipt of the final analytical results on all samples.

E. Feasibility Study

The Feasibility Study will identify the proposed final remedial measures for the Site. The Feasibility Study will also identify any interim actions that appear appropriate and necessary. The due date for submitting the Feasibility Study to ADEQ will be 60 days after ADEQ approval of the Site Investigation Report.

5. The undersigned parties to the CAO hereby agree that:

A. The work enumerated in Paragraph 4 of this Separate Agreement either was or is being conducted by Exxon and HCC under their own Separate Agreement with ADEQ which was executed in March 2008; Wormald seeks to undertake its own work under this Agreement

B. Previous investigations and risk assessments have been undertaken at this Site, including, without limitation the following:

(i) EnSafe, Inc. Risk Assessment-Cedar Chemical Corporation, West Helena, Arkansas. March 21, 2001.

(ii) EnSafe Risk Assessment Addendum-Cedar Chemical Corporation, West Helena, Arkansas. January 22, 2002.

(iii) ADEQ Comprehensive Site Assessment-Cedar Chemical Corporation Plant Site May 2003, Revised April 2004 (CSA).

C. Within 15 days of the effective date of this Separate Agreement, Wormald shall prepare a Site Investigation Work Plan (Wormald SIWP) to fill in any critical data gaps identified by Wormald in the CSA and/or not addressed in the site investigation for soil contamination for Site 3 as described in the RAs and the CSA. The Wormald SIWP will include a description of proposed sample locations and sampling and analytical methods. The Wormald SIWP will also include a proposed schedule for its implementation.

D. Wormald will implement the work called for by the Wormald SIWP, as approved by ADEQ. The schedule for completing a separate site investigation will be as specified in the Wormald SIWP approved by ADEQ, subject to possible delays due to weather, access, and other similar considerations beyond the reasonable control of the parties performing the work.

E. Wormald will submit to ADEQ on or before March 31, 2009 a Site Investigation Report (Wormald SIR) to report the additional data collected during the site investigation and summarize those findings regarding the contamination. The Wormald SIR will include identification of all sample locations and analytical results.

F. Wormald will submit a Feasibility Study to ADEQ that identifies proposed final remedial measures for those areas investigated pursuant to the SIWP on or before June 30, 2009. The Feasibility Study will also identify any interim actions that appear appropriate and necessary.

G. Performance of the work enumerated in Paragraph 5 of this Separate Agreement shall be subject to, and governed by the terms of the CAO, including without limitation:

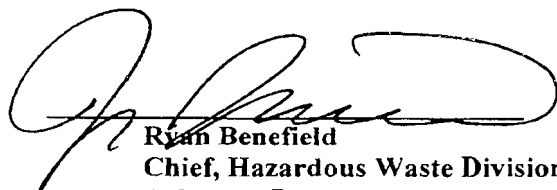
- CAO Paragraph 4 (no admissions against interest),
- CAO Paragraphs 5 and 26 (no admissions of liability),
- CAO Paragraphs 18, 31-33 (reservation of rights, claims, and defenses)
- CAO Paragraph 21 (enforcement against non-participants)
- CAO Paragraph 22 (designation of Project Coordinators)
- CAO Paragraph 23 (notice)
- CAO Paragraphs 27 and 28 (status of work under RATFA and other laws)
- CAO Paragraph 36 (Termination)

6. Notwithstanding any other provision of this Separate Agreement or the CAO, ADEQ may grant, upon written request, reasonable extensions of time for the performance of the work required by Paragraph 5 of this Separate Agreement.
7. The undersigned agree that this Separate Agreement may be amended to include additional parties upon the written consent of all of the undersigned. Such amendment shall be accomplished by the addition of the authorized signature of such additional party to this Separate Agreement and the delivery of such amended Separate Agreement to each of the undersigned.
8. This Separate Agreement shall be deemed a supplement to the CAO, and not a replacement, amendment, or rescission thereof. All of the provisions of the CAO shall remain in full effect. The work contemplated by this Separate Agreement shall be deemed work required by the CAO.
9. This Separate Agreement shall become effective immediately upon the date of execution by a representative of ADEQ.

IT IS SO AGREED.

Date:

1/9/09



**Ryan Benefield
Chief, Hazardous Waste Division
Arkansas Department of
Environmental Quality**

Wormald U.S., Inc., currently known as Ansul, Incorporated

Date: 1/5/09

By: William S. Hewitt

Position: VP and Asst. Secretary